RECENT CASES.

ACCIDENT INSURANCE—ACTION FOR DEATH OF INSURED—CONSTRUCTION OF POLICY—MILLER V. FIDELITY AND CASUALTY CO., 97 Fed. 836.—A policy insured against "bodily injuries sustained through external, violent and accidental means," but not against "injuries fatal or otherwise, resulting from poison or anything accidentally or otherwise taken, administered, absorbed or inhaled * * * or any disease or bodily infirmity." Insured took some hard pointed and resistant substances of food, and by reason of his weakened condition they killed him. *Held*, that insured died from bodily injuries, and that consequently his representatives could recover.

The present case is one that requires the application of the doctrine of proximate and remote cause. The court has shown very acute reasoning in applying it. The proximate cause of the internal injury is the result of external means. It does not appear so because there is no external violence. This is the feature of the case that makes it peculiar. Whether the violence is external or internal is not the question. It is, rather, where did the means by which the injury resulted originate? Following out this line of reasoning, it is difficult to see any distinction between a case like the present and one where poison has been substituted for the hard substances. But the distinction will be plainer if we give more prominence to the fact that "bodily injury" resulted; actual, physical injury, a rupturing of the bodily tissues.

ASSIGNMENTS—FUNDS IN HANDS OF ANOTHER—PARTIES—DANVERS V. LUGAR, 61 N. Y. Sup. 778 (App. Term).—A assigned a certain fund to B. B assigned *part* of this fund to C. *Held*, that C might bring an action at law to recover the amount assigned without joining his assignor, B.

A set up as a defence to C's action the fact that the assignment to C was an assignment of a *part only* of an indivisable claim, and that C could recover only in an action in equity in which the assignor, B, should be joined. This defence was not sustained. The claim that there can be no valid assignment of a part of an entire debt or obligation is opposed to the well settled rule in this State. *Risley* v. *Phenix Bank*, 83 N. Y. 329, and cases cited. But this is not the universal rule. In *Mandeville* v. *Welch*, 5 Wheat. 288, a common law action, it was said that a part only of a chose in action could not be assigned for the reason that a creditor shall not be permitted to split up a single cause of action into many actions without the assent of his debtor. This case is discussed, and cases with and against it cited in 5th edition Bispham's Equity 248.

CHARITABLE TRUST—MASSES FOR SOUL OF TESTATOR—WEBSTER V. SUGHROW, 45 Atlan. 139 (N. H.).—Testator left a bequest in trust for the saying of annual masses for himself, his deceased wife, and her deceased sister. *Held*, that this was a charitable trust in so much as the officiating priest would be performing a religious service, and that it was none the less so because the intercession would be specially invoked in behalf of the testator.

In England, a bequest for such a purpose is void, as being for a superstitious use. In the United States, the doctrine of superstitious uses does not obtain, but the courts differ in their opinions as to whether such a trust will be upheld, there being no beneficiary to enforce it. 5 *Am. & Eng. Encycl. of L.*, 2d Ed., 927, and cases cited.